

### REMARKS

This is in response to the Office Action dated January 12, 2005. It is noted that in response to the Appeal Brief filed November 2, 2004, the final rejection was withdrawn. However, the Examiner reopened prosecution and new grounds of rejection were made as set forth in the Office Action dated January 12, 2005. This response is pursuant to 37 CFR Section 1.111. Claims 1-12 are still pending.

#### (a) Background

Vehicles (e.g., cars, trucks, sport utility vehicles, etc.) commercially sold typically have a manufacturer warranty which covers certain damage to windows of the vehicle. An example warranty may last for 3 years and/or 36,000 miles in certain instances (e.g., ¶ 0002). However, manufacturer warranties do not cover all types of window damage. For example, according to certain example manufacturer warranties, stress or strain fractures in a vehicle windshield with no obvious point of object impact are legitimate warranty claims intended to be covered by the manufacturer warranty. This is because stress or strain fractures in a vehicle window (e.g., windshield) are often caused by improper window installation by the vehicle manufacturer on the vehicle assembly line (example vehicle manufacturers include Daimler-Chrysler, Ford, General Motors, Audi, Volkswagen, BMW, and the like) (e.g., ¶ 0003). Another example window problem/issue intended to be covered by the manufacturer warranty is the presence of significant air bubble(s) (e.g., in a vehicle windshield). However, other types of vehicle window damage such as impact damage (e.g., damage caused by a rock/stone hitting a vehicle windshield during vehicle operation) are not intended to be covered by the manufacturer warranty (e.g., ¶ 0004). Instead, such other types of damage (e.g., impact damage) are the responsibility of the vehicle owner and/or operator, and not the vehicle manufacturer. Unfortunately, the way that vehicle

window warranty claims are conventionally handled results in the vehicle manufacturer being billed for many damaged windows that are not intended to be covered by the manufacturer warranty (e.g., ¶ 0005).

Figure 1 of the instant application is a flow chart illustrating how vehicle window warranty claims are typically handled. The customer (e.g., vehicle owner and/or operator) first discovers a glass issue with a window(s) (see step A in Fig. 1), such as stress or strain fractures with no obvious point of impact, the presence of air bubbles in the window, and/or damage due to the impact of a rock or the like (e.g., ¶ 0006). The customer then visits a vehicle dealer, where the dealer writes up a warranty claim based on the glass issue (see step B in Fig. 1).

Unfortunately, vehicle dealers typically do not have glass experts or technicians on hand to determine the cause of the glass issue. Therefore, in step B of Fig. 1, no root cause of the glass issue is established (e.g., ¶ 0007). In other words, the vehicle dealer often does not attempt to (or cannot) differentiate between the different types of damage discussed above (e.g., ¶ 0007).

Unfortunately, this means that many types of glass issues (e.g., impact damage) not intended to be covered by the manufacturer warranty are nonetheless ultimately paid for by the vehicle manufacturer(e.g., ¶ 0007).

Still referring to Fig. 1, after the dealer writes up the warranty claim, a new window is needed. Typically, the vehicle manufacturer or one of its divisions (e.g., MOPAR, which is Daimler-Chrysler's Service Parts Division) orders replacement windows from a window supplier (e.g., Guardian Industries, PPG, Sekurit, Asahi, or Pilkington) (step C in Fig. 1) (e.g., ¶ 0008). Vehicle manufactures typically keep on hand a large inventory of replacement windows for its vehicles. The dealer subcontracts its services to the vehicle manufacturer (e.g., Daimler-Chrysler) (step D in Fig. 1), and is paid for the same by the vehicle manufacturer (e.g., ¶ 0008).

Glass retailers typically perform the actual replacing of the vehicle window; the glass retailer orders the replacement window from the vehicle manufacturer (step E in Fig. 1), and when in receipt of the same replaces the damaged window with the new window on the customer's vehicle (step F in Fig. 1). After being billed by the retailer, the dealer submits the warranty claim to the vehicle manufacturer (step G in Fig. 1), and the vehicle manufacturer pays the dealer accordingly (e.g., ¶ 0009). The vehicle with the replacement window therein is returned to the customer (step H in Fig. 1).

Unfortunately, it can be seen that in the methodology of Fig. 1, the vehicle manufacturer often ends up paying for vehicle window warranty claims that are not intended to be covered by the manufacturer warranty (e.g., ¶ 0010). This is largely because there is no system in place for determining the true cause of the window damage (or issue) and proceeding accordingly. Those skilled in the art will appreciate that there exists a need in the art for an improved method or technique for handling vehicle window warranty claims, and replacing windows accordingly, in a manner such that the vehicle manufacturer does not end up paying for so many window claims that are not intended to be covered by the manufacturer warranty (e.g., ¶ 0011).

(b) Example Non-limiting Embodiments of Invention

According to certain example embodiments of this invention, a method of handling vehicle window warranty claims such as a vehicle windshield warranty claims is provided. According to the method, a customer takes a vehicle having window damage to a retailer (e.g., ¶ 21). A glass expert and/or technician at the retailer visually analyzes the window damage of the vehicle and making a determination as to whether the window damage is a result of activity by:

(a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that

supplied the window to the vehicle manufacturer, or (c) the vehicle window being subject to impact damage from an object impacting the window (e.g., ¶ 22).

When (a) or (b) is determined, then a manufacturer warranty claim is processed for the customer, the claim relating to the window in either a first manner or a second manner different than the first manner depending upon whether the glass expert and/or technician determines (a) or (b) (e.g., ¶ 24-26). Thus, the window can be replaced under the warranty. However, the customer is informed that the damage is not covered by the manufacturer warranty when the glass expert and/or technician determines (c) (e.g., ¶ 27). In such a situation, the vehicle manufacturer need not be charged for the damage.

The retailer replaces the window in instances of each of (a), (b) and (c), but the retailer orders a replacement window from a different source depending on whether the glass expert and/or technician determines (a) or (c).

In certain example embodiments, the method includes the retailer ordering a replacement window from the vehicle manufacturer when the glass expert and/or technician determines (a) or (b), and the retailer ordering a replacement window from a window supplier different than the vehicle manufacturer when the glass expert and/or technician determines (c). In certain embodiments, the method includes a retailer periodically providing the vehicle manufacturer a list of all turned away warranty claims resulting from the glass expert and/or technician determining (c).

(c) Section 101 Rejection

Claims 1-12 stand rejected under 35 U.S.C. Section 101. This Section 101 rejection is respectfully traversed for at least the following reasons. The Office Action contends that the claims are not within the technological arts. This contention is respectfully traversed. The

claims relate to a method of handling warranty claims for vehicle windows. In claim 1 for example, a damaged window is taken to a retailer, visually analyzed to make a determination as to (a), (b) or (c) recited in claim 1, and a warranty claim is processed differently depending on the determination. In claim 2, the window is replaced in the vehicle in certain instances. Thus, it is respectfully submitted that the claims are directed to the technological arts of vehicle windows, and warranty claims relating to the same. The invention permits vehicle window replacements to be more efficient, and the technological arts improved in these respects. Accordingly, it is respectfully submitted that the claims are directed toward the technological arts and that the Section 101 rejection should be withdrawn.

(d) Art Rejections

Claim 1

Claim 1 stands rejected under 35 U.S.C. Section 103(a) as being allegedly unpatentable over Li. This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claim 1 requires "analyzing the window damage of the vehicle and making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the vehicle window being subject to impact damage from an object impacting the window; when (a) or (b), processing a manufacturer warranty claim from the customer relating to the window in either a first manner or a second manner different than the first manner depending upon whether the glass expert and/or technician determines (a) or (b), so that the window can be replaced under the warranty; and informing the customer that the damage is not covered by the manufacturer warranty when . . . (c)."

Thus, it can be seen that claim 1 requires differentiating between (a), (b) and (c) at the retailer, and then adapting a different subsequent process based on which was determined. The cited art fails to disclose or suggest this.

Li simply discloses a computer-networked system for handling warranty claims such as engine rattling, vehicle shaking, dents, and so forth. There is absolutely nothing in Li which discloses or suggests differentiating between types of window damage (a), (b) and (c) at the retailer regarding vehicle windows, and then adapting a different subsequent process according to which was determined as required by claim 1. Li is entirely unrelated to the invention of claim 1 in these respects. There cannot possibly be any *prima facie* case of obviousness in this respect, since the art is entirely silent on key aspects of the invention of claim 1.

#### Claim 2

Claim 2 requires that "the retailer replacing the window in instances of each of (a), (b) and (c), but the retailer ordering a replacement window from a different source when the glass expert and/or technician determines (a) as opposed to (c)." The cited art discloses nothing akin to these requirements of claim 2. Again, there cannot possibly be any *prima facie* case of obviousness in this respect, since the art is entirely silent on key aspects of the invention of claim 2.

#### Claim 3

Claim 3 requires "the retailer replacing the window in instances of each of (a) and (b), but a different billing and/or paying procedure being carried out depending upon whether the glass expert and/or technician determines (a) or (b)." The cited art discloses nothing akin to these requirements of claim 3. Again, there cannot possibly be any *prima facie* case of obviousness in this respect, since the art is entirely silent on key aspects of the invention of claim 3.

Claim 4

Claim 4 requires "the retailer ordering a replacement window from the vehicle manufacturer when the glass expert and/or technician determines (a) or (b), and the retailer ordering a replacement window from a window supplier different than the vehicle manufacturer when the glass expert and/or technician determines (c)." The cited art fails to disclose or suggest these requirements of claim 4. Again, there cannot be any *prima facie* case of obviousness in this respect, since the art is entirely silent on key aspects of the invention of claim 4.

Claim 5

Claims 5-12 stand rejected under Section 103(a) as being allegedly unpatentable over Li in view of Busche. This Section 103(a) rejection is respectfully traversed for at least the following reasons.

Claim 5 requires "the retailer periodically providing the vehicle manufacturer a list of all turned away warranty claims resulting from the glass expert and/or technician determining (c)." Again, the cited art fails to disclose or suggest anything like this. There is nothing in either Li or Busche which discloses or suggests periodically providing the vehicle manufacturer a list of all turned away warranty claims resulting from the glass expert and/or technician determining (c). Again, the Section 103(a) rejection of claim 5 lacks merit.

Claim 8

Claim 8 requires "making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the customer who owns or operates the vehicle where the vehicle was subjected to impact damage; the retailer providing the vehicle manufacturer a listing of vehicles analyzed by the at least one glass expert and/or technician, the

listing differentiating between windows damaged as a result of (a), (b), or (c)." Again, as explained above with respect to Li, Li fails to disclose or suggest these aspects of claim 8.

The cited art (both cited references) fails to disclose or suggest making any determination as to whether window damage is a result of activity by (a), (b) or (c) as required by claim 8. The cited art is entirely silent in this respect. Furthermore, the art fails to disclose or suggest a retailer providing the vehicle manufacturer a listing of vehicles analyzed by the at least one glass expert and/or technician where the listing differentiates between windows damaged as a result of (a), (b), or (c). Nothing in either cited reference discloses or suggests any of the above aspects of claim 8.

Claim 12

Claim 12 requires "making a determination as to whether the window damage is a result of activity by: (a) a vehicle manufacturer that assembled the vehicle, (b) a glass or window supplier that supplied the window to the vehicle manufacturer, or (c) the customer who owns or operates the vehicle where the vehicle was subjected to impact damage; and providing the vehicle manufacturer a listing of vehicles analyzed, the listing differentiating between windows damaged as a result of (a), (b), or (c)."

The cited art, either cited reference, fails to disclose or suggest making any determination as to whether window damage is a result of activity by (a), (b) or (c) as required by claim 12. The cited art is entirely silent in this respect. Moreover, the cited art also fails to disclose or suggest (in either cited reference) providing a vehicle manufacturer a listing of vehicles analyzed where the listing differentiates between windows damaged as a result of (a), (b), or (c). The cited art is entirely unrelated to claim 12 in each of these respects, and clearly fails to disclose or suggest the invention thereof.



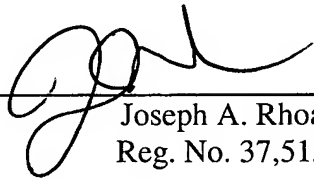
MAYO et al.  
Appl. No. 10/083,637  
April 12, 2005

It is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

Respectfully submitted,

**NIXON & VANDERHYTE P.C.**

By: \_\_\_\_\_



Joseph A. Rhoa  
Reg. No. 37,515

JAR:caj  
1100 North Glebe Road, 8th Floor  
Arlington, VA 22201-4714  
Telephone: (703) 816-4000  
Facsimile: (703) 816-4100